

DIGITAL ID SERVICES ADDENDUM

This Digital ID Services Addendum (this “**Addendum**”) supplements the Jumio Terms and Conditions and the applicable Order(s) between Jumio and Customer. The Addendum, Jumio Terms and Conditions, and the applicable Order(s) are collectively referred to herein as the “**Agreement.**” This Addendum applies whenever Customer accesses or uses any Digital ID Services (as defined below) made available through the Jumio Service.

1. Order of Precedence

This Addendum applies only to Customer’s access to and use of the Digital ID Services. In the event of any conflict or inconsistency between this Addendum and the Jumio Terms and Conditions or any Order, this Addendum will prevail solely with respect to the Digital ID Services. Except to the extent of a conflict or inconsistency resolved in favor of this Addendum as described above, the Jumio Terms and Conditions and each Order remain in full force and effect, and all their terms continue to apply to the Digital ID Services.

2. Definitions

Capitalized terms used in this Addendum have the meanings given to them in this Section 2 or where otherwise defined in this Addendum. Any capitalized term used but not defined in this Addendum has the meaning given to it in the Jumio Terms and Conditions.

“**Data Protection Laws and Regulations**” means all laws and regulations applicable to the processing of End User Data under this Addendum, including, without limitation, those of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom, Brazil, and the United States and its states, and where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction.

“**Digital ID Services**” means the digital ID or wallet services provided to Customer by Jumio that are powered, in whole or in part, by Trinsic Technologies, Inc. (“Trinsic”) and are identified as Digital ID Services in an Order.

“**Documentation**” means the user materials, written instructions, and technical documentation made available for the use and operation of the Digital ID Services. In the event of any conflict between this Addendum and the Documentation, the terms of the Addendum will prevail.

“**End User**” means a natural person whose identity or personal data are verified or otherwise processed through the Digital ID Services as a result of their interaction with Customer’s products or services. End Users are “Users” under the Jumio Terms and Conditions to the extent they are natural persons.

“**End User Data**” means any personal data relating to an End User that is collected, processed, transmitted, stored, or returned through the Digital ID Services that could directly or indirectly identify an End User for the purpose of identity verification or fraud prevention, including, without limitation, personal data as defined under applicable Data Protection Laws and Regulations, such as identifiers, names, dates of birth, and individual identity attributes. Personal data that has been anonymized or aggregated, such that it cannot reasonably be used to identify an individual, is not End User Data.

“**ID Providers**” means the named third-party providers, sources, or brokers of identity verification services, identity databases, identity applications, or identity credentials that are integrated into and offered through the Digital ID Services.

“**Jumio**” means the Jumio entity indicated on applicable Order(s).

“**Jumio Terms and Conditions**” means the Jumio Service Terms and Conditions located at <https://www.jumio.com/legal-information/terms-and-conditions/>, or any other master services agreement, master agreement, or terms and conditions entered into between Jumio and Customer that govern Customer's use of the Jumio Service.

“Output” means the content, data, and information furnished to Customer as a result of Customer’s use of the Digital ID Services.

“Usage Data” means the data, statistics, and usage information automatically collected, generated, or derived in connection with the operation of the Digital ID Services, including, but not limited to, session identifiers, usage patterns, timestamps, traffic logs, metadata, user conduct, and other analytics regarding the performance and utilization of the Digital ID Services.

3. Digital ID Services Use Rights

Jumio hereby grants to Customer, subject to the terms and conditions of this Addendum, during the Service Term specified on the Order, a royalty-free, non-exclusive, non-transferable, worldwide right to use the Digital ID Services in accordance with this Addendum and the Documentation, including any Output, solely for Customer’s own internal business purposes related to identity verification and/or fraud prevention, subject to any usage limitations set forth in this Addendum. Except as expressly set forth in this Addendum, no express or implied license or right of any kind is granted to Customer regarding the Digital ID Services, Output, or any component thereof. All rights not expressly granted are reserved by Jumio, Trinsic, and their licensors.

4. Restrictions on Use

4.1 *Restrictions.* Customer shall not, and shall not permit any other party to:

- (a) reproduce, display, download, modify, create derivative works of, or redistribute the Digital ID Services;
- (b) attempt to reverse engineer, decompile, disassemble or access the source code for the Digital ID Services or any component thereof;
- (c) execute unauthorized automated tests or load balancing against the Digital ID Services;
- (d) knowingly introduce to the Digital ID Services any unauthorized data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code, or any data that infringes, misappropriates, or otherwise violates the intellectual property rights or other rights of any third party or an End User;
- (e) use the Digital ID Services, or any component thereof, in the operation of a service bureau to support or process any content, data, or information on behalf of any party other than Customer;
- (f) sell, transfer, sublicense, assign, or otherwise permit any party, other than the then-currently authorized Customer personnel/agents or End Users to access the Digital ID Services or Output; or
- (g) use the Digital ID Services for any purpose that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind.

4.2 *Suspension.* Customer acknowledges and agrees that Jumio may, upon notice, immediately suspend Customer’s access and use of the Digital ID Services if Customer has breached this Section 4; provided that, Customer is provided with a commercially reasonable opportunity to cure before any such suspension. Jumio will cooperate with Customer to restore access in a timely manner once any suspected breach has been cured, unless such breach entitles Jumio to terminate pursuant to the terms of the Agreement.

5. Personnel

Customer is liable for all acts and omissions of its employees, contractors, agents, and other individuals who are authorized to use the Digital ID Services on behalf of Customer, including their compliance with this Addendum. Customer will use commercially reasonable efforts to prevent unauthorized access to or use of the Digital ID Services and will promptly notify Jumio of any unauthorized use known to it.

6. Provider Specific Terms

Customer acknowledges and agrees that Customer’s use of certain ID Providers made available through the Digital ID Services (**“Specified Providers”**) may require or be subject to additional contractual terms, conditions, or obligations applicable to Customer’s use of them (**“Provider Specific Terms”** or **“PSTs”**), including the Digital ID PSTs located at <https://www.jumio.com/digital-id-psts/>, which are incorporated into this Addendum by reference.

Customer agrees to materially comply with the Provider Specific Terms applicable to its use of the Digital ID Services. The Provider Specific Terms may be updated from time to time in accordance with the Addendum.

7. Privacy Obligations and Data Protection

7.1 Compliance and Consents. Customer agrees that it is responsible for its compliance with all applicable laws and regulations, including applicable data protection and privacy laws, in connection with its use of the Digital ID Services. Before using the Digital ID Services, Customer shall obtain all consents required by applicable Data Protection Laws and Regulations and by ID Providers for: (a) collecting any End User Data from the End User; (b) sharing End User Data with Jumio, Trinsic, and ID Providers; (c) retrieving End User Data from the Digital ID Services; and (d) using any End User Data for a purpose not previously disclosed or for which consent has been withdrawn.

7.2 Privacy Policy. Customer further agrees that it has and shall maintain a privacy policy that is made available to End Users that complies with all applicable laws and regulations.

7.3 Notices to End Users. Customer shall provide its End Users (data subjects) with all privacy notices, information, and any necessary choices required under applicable Data Protection Laws and Regulations with respect to the use of End User Data in connection with the Digital ID Services, including the information required for fair, lawful, and transparent processing.

7.4 Correction, Update, and Deletion. Customer shall promptly inform Jumio when End User Data must be corrected, updated, and/or deleted where required by applicable Data Protection Laws and Regulations.

7.5 Data Minimization. Customer shall only provide End User Data that is adequate, relevant, and limited to what is necessary in relation to the processing contemplated by the Agreement and this Addendum.

7.6 Data Processing Agreement. The processing of End User Data is governed by the [Data Processing Agreement](https://www.jumio.com/digital-id-dpa/) located at <https://www.jumio.com/digital-id-dpa/>, which is incorporated into this Addendum by reference (the “DPA”). The DPA governs the processing of End User Data in connection with the Digital ID Services. In the event of any conflict between this Addendum and the DPA concerning the processing of personal data as defined by applicable law, the terms of the DPA will prevail.

8. Security Obligations

Customer shall implement and maintain commercially reasonable and appropriate administrative, technical, and physical security measures aligned with industry-standard practices, designed, at a minimum, to: (i) protect the security, confidentiality, and integrity of the Digital ID Services, Output, and End User Data in its possession or control, (ii) secure its systems using network security controls (e.g., firewalls), vulnerability management processes, and secure configuration practices, (iii) protect End User Data using industry-standard encryption techniques, and (iv) enable it to promptly detect any actual or suspected security incident. Customer shall notify Jumio within 48 hours of becoming aware of any actual or suspected security incident affecting the Digital ID Services, Output, or End User Data in its possession or control, and will promptly cooperate with Jumio in the investigation and remediation of any such incident.

9. Support

Customer agrees to implement and maintain reasonable support services to End Users. Neither Jumio nor Trinsic is obligated to provide support directly to End Users.

10. Information Requests

Jumio may receive requests, or be required by government entities, regulatory authorities, or an ID Provider, to provide or obtain information about Customer (“**Review Data**”) as a condition of Customer’s use of the Digital ID Services. Customer authorizes Jumio to provide Review Data to such authorities or their designated representatives (or to Trinsic, solely for pass-through purposes and only if such authorities prohibit Jumio from providing it directly) in response to such requests. If the requested information is not already in Jumio’s possession, Customer will

promptly provide all necessary information to Jumio for this purpose. Customer agrees to promptly cooperate with such authorities' requests, including by providing all materials Customer believes in good faith are responsive.

11. Proprietary Rights

11.1 *Services, Output, and Documentation.* The Digital ID Services, Output, and Documentation, and all worldwide intellectual property rights in each of the foregoing, and all additions and modifications thereto, are the exclusive property of Jumio, Trinsic, and their respective licensors, as applicable. Any rights not expressly granted to Customer hereunder are reserved by Jumio, Trinsic, and their licensors. Nothing in this Addendum limits Jumio's rights in the Jumio Service under the Agreement.

11.2 *Usage Data.* Customer acknowledges that Trinsic collects Usage Data as a part of its operation and delivery of the Digital ID Services. Trinsic owns all right, title, and interest in and to the Usage Data, including all intellectual property rights therein. Trinsic grants to Customer a perpetual, royalty-free, non-exclusive, non-transferable, non-sublicensable right to access, retain, and use any Usage Data provided to Customer, solely for its internal business purposes related to its use of the Digital ID Services. For the avoidance of doubt, Usage Data shall not include End User Data or any personal data of End Users. However, for any Usage Data that incidentally contains personal data (such as IP addresses or other identifiers), Trinsic acts as an independent data controller, as defined under applicable Data Protection Laws and Regulations, and shall process such Usage Data solely to ensure the operational integrity of the Digital ID Services, including to: (i) operate, secure, and improve the Digital ID Services, (ii) detect, prevent, and investigate abuse, and (iii) comply with regulations or statutory obligations. Usage Data containing personal data is retained for no more than thirty (30) days, unless otherwise required by applicable law or contracts, after which it is either deleted or aggregated/anonymized such that it cannot be used to identify any person. Further, Trinsic shall not disclose Usage Data containing personal data to any third party, except to its authorized sub-processors solely as necessary to provide the Digital ID Services.

12. ID Provider Marks

Subject to any communicated limitations, conditions, usage guidelines, or approval procedures, Customer is granted a limited, non-exclusive, royalty-free license to use the names, trademarks, service marks, and logos of ID Providers ("**ID Provider Marks**") for the purpose of identifying the relevant ID Provider as an offered verification method within Customer's products or services. Customer acknowledges that the right to use any particular ID Provider's Mark is not guaranteed and that any license to use an ID Provider Mark granted hereunder may be revoked at any time at the sole discretion of Jumio, Trinsic, or ID Provider. Customer shall not alter, obscure, or misuse ID Provider Marks or use them in a way that could cause confusion, diminish their distinctiveness, or imply that Customer is an exclusive provider or partner of the ID Provider.

13. Confidentiality

Customer will protect the Confidential Information of Jumio, Trinsic, and their licensors (including the Digital ID Services, Output, Usage Data, Documentation, and any API credentials, tokens, or passwords used to access the Digital ID Services) using protections no less protective than those set out in the confidentiality provisions of the Jumio Terms and Conditions, and in any event with no less than reasonable care. Customer will not use or disclose such Confidential Information except as expressly permitted by the Agreement and this Addendum.

14. Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT (INCLUDING THIS ADDENDUM), TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW, THE DIGITAL ID SERVICES, OUTPUT, AND USAGE DATA ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND AND JUMIO AND TRINSIC SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. NEITHER JUMIO NOR TRINSIC IS RESPONSIBLE FOR ERRONEOUS, FRAUDULENT, OR SYNTHETIC DATA INTRODUCED BY CUSTOMER, END USER, OR OTHER RELATED

PARTIES, AND CUSTOMER ACKNOWLEDGES AND AGREES THAT ERRORS ORIGINATING FROM CUSTOMER, END USER, OR FROM OTHER RELATED-PARTY DATA SHALL NOT BE CONSIDERED BREACHES OF JUMIO'S OR TRINSIC'S WARRANTY OBLIGATIONS. ANY OUTPUT AND ANY OTHER DATA OR INFORMATION THAT CUSTOMER OBTAINS THROUGH THE DIGITAL ID SERVICES IS FOR INFORMATIONAL AND GENERAL REFERENCE PURPOSES ONLY. NEITHER JUMIO NOR TRINSIC WARRANTS THAT THE DIGITAL ID SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE DIGITAL ID SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT ALL BETA FEATURES ARE MADE AVAILABLE TO CUSTOMER "AS IS" AND ARE PROVIDED WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. CUSTOMER ACKNOWLEDGES AND AGREES THAT JUMIO AND TRINSIC MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING ANY ID PROVIDER, DATA PROVIDED BY ANY ID PROVIDER, OR THE DATA PROCESSING AND SECURITY PRACTICES OR POLICIES OF ANY ID PROVIDER.

15. Fee Changes and Transactions

15.1 *Fee Changes.* In addition to Jumio's rights under the Jumio Terms and Conditions, Jumio reserves the right to change the Fees for the Digital ID Services and to institute new Fees in proportional response to changes to the obligations any ID Provider imposes; provided that, Jumio will absorb the incremental cost of such change prior to and for thirty (30) days following written notice to Customer before the Fee change takes effect. If Customer does not agree to a Fee change made under this Section, Customer may, upon written notice to Jumio, elect to discontinue use of and remove the affected ID Provider from the Digital ID Services, in which case Jumio will refund any prepaid Fees associated with such ID Provider.

15.2 *Digital ID Transactions.* Notwithstanding the definition of "Transaction" in the Jumio Terms and Conditions, each call, query, attempt, or request initiated through the Digital ID Services (for example, each request submitted to the Digital ID Services or to an applicable ID Provider) is a separate chargeable transaction (each, a "**Digital ID Transaction**") incurred upon initiation, regardless of whether the End User completes the transaction journey and regardless of whether any Output, result, or standard acknowledgement response is returned. For the avoidance of doubt, a single End User interaction, verification, or transaction journey may comprise, and be charged as, multiple Digital ID Transactions, including where it involves more than one digital ID or ID Provider call or where an End User makes more than one attempt. As applied to the Digital ID Services, references to "Transactions" in the Jumio Terms and Conditions and any Order, including for purposes of counting quantities, usage, and overages, mean Digital ID Transactions, subject to Section 1 (Order of Precedence).

16. Effect of Termination

Upon any expiration or termination of Customer's right to access the Digital ID Services: (a) Customer will promptly discontinue all access to and use of the Digital ID Services; and (b) where required by the applicable Provider Specific Terms, Customer will return or erase any End User Data associated with the relevant Specified Provider, except as required by applicable law to be retained.

17. Compliance with Laws

Customer will comply with all applicable laws, rules, and regulations in its use of the Digital ID Services, Output, and Usage Data, including those relating to biometrics, privacy and data protection, anti-bribery and corruption, trade and economic sanctions, and export controls.

18. Third-Party Beneficiary

Notwithstanding any no-third-party-beneficiary provision in the Jumio Terms and Conditions, Customer agrees that Trinsic is an intended third-party beneficiary of this Addendum, entitling Trinsic to enforce provisions of this Addendum directly against Customer. Except as expressly set forth in the preceding sentence, no third party shall have any right to enforce any provision of this Addendum. For the avoidance of a doubt, any claim Trinsic brings against Customer under this Addendum is subject to the limitations of liability set forth in the Jumio Terms and

Conditions to the same extent they would apply to a like claim by Jumio, and those limitations apply in the aggregate to all claims by Jumio and Trinsic arising out of or relating to the Digital ID Services.

19. Notice of Breach; Cooperation

If Customer becomes aware of any material breach of this Addendum, Customer will promptly notify Jumio and take reasonable actions to remedy the breach. Customer acknowledges that Jumio is required to notify Trinsic of, and to take reasonable actions to remedy, material breaches of this Addendum, and Customer will reasonably cooperate with Jumio for that purpose.

20. General

Except as expressly stated herein, nothing in this Addendum expands Customer's rights, or Jumio's obligations, under the Jumio Terms and Conditions. The provisions of this Addendum that by their nature should survive termination or expiration of the Agreement will so survive.